



**Appendix D to DIR Contract No. DIR-SDD-1685
PREVENTATIVE MAINTENANCE AGREEMENT
TERMS and CONDITIONS**

1. Cogniserv in consideration of the annual maintenance charge provided for herein agrees to perform maintenance service with respect to the equipment specified on page 1 of this Preventative Maintenance Agreement. Maintenance service will consist of performing all necessary service calls during Cogniserv regular business hours. Cogniserv will provide and install any necessary parts which have become broken or worn through normal use. Modifications to the equipment, shop reconditioning, service performed after Cogniserv regular business hours which is Monday-Friday 8:00AM - 5:00PM, service calls performed on Cogniserv holidays, or any part or service that is excluded in the Preventative Maintenance Plan (PMA Plan), will be invoiced to the customer in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-SDD-1685 and Section 7C of Appendix A, DIR Contract No. DIR-SDD-1685.
2. This agreement does not cover service, parts, or repairs due to misuse, vandalism, mishandling, accident, fire, water, or other casualty, repairs or service by non-Cogniserv personnel. Parts or attachments not supplied by Cogniserv are not covered under contract terms. Supplies or spare parts not meeting Cogniserv and manufacturer's specifications are not covered under this agreement. This agreement does not cover any supply items such as starter toner (developer), toner, viewing lens, glass cylinder, paper, fuser oil, bulbs, ammonia, or any other supply item. Cogniserv will not be responsible for installing such items (except starter toner) or damages incurred by not installing such items as required.
3. The equipment must be in good working condition on the Effective Date of this agreement. Charges for all parts and services necessary to place the equipment in good condition will be invoiced to the customer at Cogniserv current pricing.
4. This service agreement will renew after both parties agree to renewal terms and pricing schedule set forth. Contract renewal will be sent to client 90 days prior to the expiration period of current contract in place. At which time customer may review pricing changes (if applicable) sign and return renewal document to Cogniserv along with approved Purchasing Order for invoicing.
5. The amount of the maintenance charge under this agreement is subject to any applicable tax, or user fee assessed by any federal, state, or local authority. As per Section 151.309, Texas Tax Code, Government Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).
6. Payment for this agreement shall be made in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1685.
7. This agreement may be cancelled by Cogniserv without written consent for the following reasons: If the equipment is moved from the location specified on page 1 of this PMA, if the equipment is sold, leased, or transferred, or if the equipment is operated by any party not authorized by the customer. This agreement is based upon the equipment being operated normally by the customer. Any misuse or excessive use of the equipment that is not recommended by Cogniserv or the manufacturer, may also allow Cogniserv to cancel this PMA immediately through written notice. Termination shall be in accordance with Section 10B of Appendix A, DIR Contract No. DIR-SDD-1685.
8. Force Majeure shall be in accordance with Section 10C of Appendix A, DIR Contract No. DIR-SDD-1685.
9. Under the Standard PMA Plan, (8am-5pm) Cogniserv will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, and Imaging Units shall be replaced by Cogniserv at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current Cogniserv pricing. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1685. Supplies are not covered under PMA Plan.
10. DIR Contract No. DIR-SDD-1685 and his agreement constitute the entire agreement between the customer and Cogniserv. In the event of a conflict, DIR Contract No. DIR-SDD-1685 controls. No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. This agreement will be governed by the laws of the State of Texas.
11. Cogniserv has provided a certificate of insurance to (CUSTOMER NAME), which names (CUSTOMER NAME) as an additional insured & provided a waiver of subrogation in favor of (CUSTOMER NAME) on the Workers Compensation policy.

Client Initial Here _____